



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNRL, FFL

### Introduction

The landlord applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The landlord asks me for the following orders against the tenant.

1. Exclusive possession of the rental unit in favour of the landlord.
2. Payment of \$10,000.00 of unpaid rent.
3. Reimbursement for the \$100.00 filing fee for this application.

The landlord appeared at the hearing on 27 March 2023, by way of an agent. The tenant failed to appear.

### Preliminary Matter - Non-appearance at the Hearing

The tenant did not attend this hearing, although I left the teleconference hearing connection open throughout the hearing which commenced on time, at 1100 hours, and lasted for approximately 23 minutes.

I confirmed:

1. that the landlord sent a copy of this Notice of Hearing *via* registered mail on 3 March 2023 to the address of the rental unit at issue;
2. that the RTB had provided the correct call-in numbers and participant codes in the Notice of Hearing; and
3. by reviewing the teleconference system, that the landlord and I were the only ones who had called into this teleconference.

Rule 7.3 of the RTB Rules of Procedure reads:

### 7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

The tenant failed to attend this hearing, but I conducted it in the tenant's absence. The landlord's submissions satisfied me that they had correctly notified the tenant of this hearing and how to participate.

### Issues to be Decided

Is the landlord entitled to exclusive possession of the rental unit?

Does the tenant owe \$10,000.00 to the landlord for unpaid rent?

Should the tenant have to reimburse the landlord for the cost of filing this application?

### Background and Evidence

In November last year, the landlord and tenant entered into a verbal tenancy agreement. The terms of this agreement were that, on the first day of each month, the tenant would pay \$2,000.00 to the landlord each month for rent. The landlord tells me that they never asked for a security deposit, nor did the tenant pay one.

But the landlord says that the tenant never ended up paying them any rent. And, says the landlord, the tenant continues to reside in the rental unit.

Accordingly, on 16 February 2023, the landlord sent a 10-day notice to end tenancy on the tenant [the 'Notice'] *via* registered mail. The Notice was in the form approved by the RTB. The landlord's agent signed and dated this Notice, which also gave the address of the rental unit, and stated the grounds for ending the tenancy.

The landlord corroborated service of this Notice with copies of the Notice and with a signed 'Proof of Service' form (a form approved by the RTB). I accepted this evidence.

There was no evidence before me that the tenant disputed this Notice. And the RTB has no record of such a dispute filed by the tenant.

### Analysis

The Notice recorded the tenancy ending on 27 February 2023. But as the landlord sent the Notice *via* mail to the tenant, then I deem that the tenant received this Notice five days after the landlord posted it, *i.e.* on 21 February. The effective end of the tenancy, therefore, is 3 March, which is 10 days later.

There is no evidence that the tenant ever paid the rent that they agreed to pay. Therefore, I find that the tenant owes the landlord rent for November and December 2022, and for January and February 2023.

Despite the tenancy ending on 3 March, there is no evidence that the tenant moved out. I accept, therefore, that the tenant has stayed on in the unit as an occupant through most of March. Accordingly, I find that the tenant also owes the landlord rent for March.

In sum, the tenant owes the landlord five months' rent, which, at \$2,000.00 *per* month, means a total of \$10,000.00.

And, as the landlord succeeded in this application, I find that the tenant shall reimburse the landlord for the cost of this application, *i.e.* \$100.00.

### Conclusion

I make an Order of Possession in favour of the landlord *per* section 55 of the *Residential Tenancy Act* [the 'Act']. This order is effective two days after the landlord serves it upon the tenant.

If the tenant or any occupant of the rental unit fails to comply with my order, then the landlord can file this order with the Supreme Court of British Columbia, and enforce it as an order of that court.

I also order that the tenant pay to the landlord \$10,000.00 for unpaid rent *per* section 55 (1.1) of the Act.

The landlord must serve this order on the tenant as soon as possible. If the tenant does not comply with my order, then the landlord may file this order in the Small Claims

Division of the Provincial Court of British Columbia. Then the landlord can enforce my order as an order of that court.

I make this decision on authority delegated to me by the Director of the RTB *per* section 9.1(1) of the Act.

Dated: 5 April 2023

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Residential Tenancy Branch